

FILED IN THE  
U.S. DISTRICT COURT  
EASTERN DISTRICT OF WASHINGTON

MAR 18 2025

SEAN F. McAVOY, CLERK  
DEPUTY  
RICHLAND, WASHINGTON

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9 UNITED STATES DISTRICT COURT  
10 FOR THE EASTERN DISTRICT OF WASHINGTON

11 UNITED STATES OF AMERICA,

12 Plaintiff,

Case No.: 4:24-CR-06031-MKD-2

13  
14 v.

Plea Agreement

15 JOSE ANTONIO GUZMAN-GARCIA,

16 Defendant.  
17

18 Plaintiff United States of America, by and through Richard R. Barker,  
19 Acting United States Attorney the Eastern District of Washington, and Lisa C.  
20 Cartier Giroux, Assistant United States Attorney for the Eastern District of  
21 Washington, and Defendant Jose Antonio Guzman-Garcia ("Defendant"), both  
22 individually and by and through Defendant's counsel, J. Gregory Lockwood, agree  
23 to the following Plea Agreement.

24 1. Guilty Plea and Maximum Statutory Penalties

25 Defendant agrees to enter a plea of guilty to Count 2 of the Indictment filed  
26 on November 7, 2024, which charges Defendant with Possession with Intent to  
27 Distribute 400 Grams or More of Fentanyl in violation of 21 U.S.C. § 841(a)(1),  
28 (b)(1)(A)(vi), a Class A felony.

PLEA AGREEMENT - 1

1 Defendant understands that the following potential penalties apply:

- 2 a. a term of imprisonment of not less than 10 years and up to a  
3 lifetime;  
4 b. a term of supervised release of not less than 5 years and up to a  
5 lifetime;  
6 c. a fine of up to \$10,000,000;  
7 d. denial of certain federal benefits pursuant to 21 U.S.C. §§ 862  
8 and 862a; and  
9 e. a \$100 special penalty assessment.

10 2. Supervised Release

11 Defendant understands that if Defendant violates any condition of  
12 Defendant's supervised release, the Court may revoke Defendant's term of  
13 supervised release, and require Defendant to serve in prison all or part of the term  
14 of supervised release authorized by statute for the offense that resulted in such term  
15 of supervised release without credit for time previously served on postrelease  
16 supervision, up to the following terms:

- 17 a. 5 years in prison if the offense that resulted in the term of  
18 Supervised Release is a class A felony,  
19 b. 3 years in prison if the offense that resulted in the term of  
20 Supervised Release is a class B felony, and/or  
21 c. 2 years in prison if the offense that resulted in the term of  
22 Supervised Release is a class C felony.

23 Accordingly, Defendant understands that if Defendant commits one or more  
24 violations of supervised release, Defendant could serve a total term of  
25 incarceration greater than the maximum sentence authorized by statute for  
26 Defendant's offense or offenses of conviction.

1           3.     The Court is Not a Party to this Plea Agreement

2           The Court is not a party to this Plea Agreement and may accept or reject it.  
3     Defendant acknowledges that no promises of any type have been made to  
4     Defendant with respect to the sentence the Court will impose in this matter.

5           Defendant understands the following:

- 6           a.     sentencing is a matter solely within the discretion of the Court;  
7           b.     the Court is under no obligation to accept any recommendations  
8                 made by the United States or Defendant;  
9           c.     the Court will obtain an independent report and sentencing  
10                recommendation from the United States Probation Office;  
11           d.     the Court may exercise its discretion to impose any sentence it  
12                deems appropriate, up to the statutory maximum penalties;  
13           e.     the Court is required to consider the applicable range set forth  
14                in the United States Sentencing Guidelines, but may depart  
15                upward or downward under certain circumstances; and  
16           f.     the Court may reject recommendations made by the United  
17                States or Defendant, and that will not be a basis for Defendant  
18                to withdraw from this Plea Agreement or Defendant's guilty  
19                plea.

20           4.     Potential Immigration Consequences of Guilty Plea

21           If Defendant is not a citizen of the United States, Defendant understands the  
22     following:

- 23           a.     pleading guilty in this case may have immigration  
24                consequences;  
25           b.     a broad range of federal crimes may result in Defendant's  
26                removal from the United States, including the offense to which  
27                Defendant is pleading guilty;  
28

- c. removal from the United States and other immigration consequences are the subject of separate proceedings; and
- d. no one, including Defendant's attorney or the Court, can predict with absolute certainty the effect of a federal conviction on Defendant's immigration status.

Defendant affirms that Defendant is knowingly, intelligently, and voluntarily pleading guilty as set forth in this Plea Agreement, regardless of any immigration consequences that Defendant's guilty plea may entail.

5. Waiver of Constitutional Rights

Defendant understands that by entering this guilty plea, Defendant is knowingly and voluntarily waiving certain constitutional rights, including the following:

- a. the right to a jury trial;
- b. the right to see, hear and question the witnesses;
- c. the right to remain silent at trial;
- d. the right to testify at trial; and
- e. the right to compel witnesses to testify.

While Defendant is waiving certain constitutional rights, Defendant understands that Defendant retains the right to be assisted by an attorney through the sentencing proceedings in this case and any direct appeal of Defendant's conviction and sentence, and that an attorney will be appointed at no cost if Defendant cannot afford to hire an attorney.

Defendant understands and agrees that any defense motions currently pending before the Court are mooted by this Plea Agreement, and Defendant expressly waives Defendant's right to bring any additional pretrial motions.

6. Denial of Federal Benefits

Defendant understands that by entering this plea of guilty, Defendant may no longer be eligible for assistance under any state program funded under part A of

1 Title IV of the Social Security Act (concerning Temporary Assistance for Needy  
2 Families) or benefits under the food stamp program or any state program carried  
3 out under the Food Stamp Act. 21 U.S.C. § 862a. Defendant also understands that  
4 the Court may deny Defendant's eligibility for any grant, contract, loan,  
5 professional license, or commercial license provided by an agency of the United  
6 States or by appropriated funds of the United States. 21 U.S.C. § 862.

7       7.     Admissibility of Facts and Prior Statements

8       By signing this Plea Agreement, Defendant admits the truth of the facts set  
9 forth in the Factual Basis section of this Plea Agreement and agrees that these  
10 facts, along with any written or oral statements Defendant makes in court, shall be  
11 deemed usable and admissible against Defendant in any subsequent legal  
12 proceeding, including criminal trials and/or sentencing hearings, under Federal  
13 Rule of Evidence 801(d)(2)(A).

14       Defendant acknowledges, admits, and agrees that by signing this Plea  
15 Agreement, Defendant is expressly modifying and waiving Defendant's rights  
16 under Federal Rule of Criminal Procedure 11(f) and Federal Rule of Evidence 410  
17 with regard to any facts Defendant admits and/or any statements Defendant makes  
18 in court.

19       8.     Elements of the Offense

20       The United States and Defendant agree that to convict the Defendant of  
21 Possession with Intent to Distribute 400 Grams or More of Fentanyl (Count 2), in  
22 violation of 21 U.S.C. § 841(a)(1), (b)(1)(A)(vi), the United States would have to  
23 prove beyond a reasonable doubt the following elements:

- 24           a.     *First*, on or about November 2, 2024, in the Eastern District of  
25                 Washington, Defendant knowingly possessed any controlled  
26                 substance;  
27           b.     *Second*, Defendant possessed it with the intent to distribute it to  
28                 another person; and

1 c. *Third*, the controlled substance that Defendant possessed with  
2 intent to distribute equaled or exceeded 400 grams of a mixture  
3 or substance containing Fentanyl.

4 9. Factual Basis and Statement of Facts

5 The United States and Defendant stipulate and agree to the following: the  
6 facts set forth below are accurate; the United States could prove these facts beyond  
7 a reasonable doubt at trial; and these facts constitute an adequate factual basis for  
8 Defendant's guilty plea.

9 The United States and Defendant agree that this statement of facts does not  
10 preclude either party from presenting and arguing, for sentencing purposes,  
11 additional facts that are relevant to the Sentencing Guidelines computation or  
12 sentencing.

13 At the end of October 2024, law enforcement received information a source  
14 that an individual, later determined to be Eduardo GONZALEZ-RODRIGUEZ  
15 (GONZALEZ-RODRIGUEZ), had sold half a kilo of cocaine to the source at  
16 GONZALEZ-RODRIGUEZ's residence located at 21823 Webber Canyon Road,  
17 Benton City, WA, an address previously known to law enforcement from an  
18 ongoing investigation. The source explained that on that date, the source entered  
19 the residence where GONZALEZ-RODRIGUEZ had the cocaine already weighed  
20 up. The source reported that the source had placed an order for an additional kilo  
21 of fentanyl powder for an agreed price. Law enforcement reviewed text message  
22 communications between the source and GONZALEZ-RODRIGUEZ that  
23 corroborated the cocaine purchase and the kilo of fentanyl on order with him.

24 On or about November 1, 2024, a state search warrant was authorized for  
25 real time and historic locations for RODRIGUEZ-GONZALEZ's cell phone.

26 On that same date, law enforcement used the source to arrange a controlled  
27 buy for fentanyl pills in the Benton/Franklin County area. Prior to the controlled  
28 buy, the source communicated with RODRIGUEZ-GONZALEZ and arranged to



1 buy the fentanyl pills. RODRIGUEZ-GONZALEZ subsequently advised he was  
2 ready to deliver and was ready to meet at a predetermined location. The source  
3 then received a phone call from “Tony”, later identified as Jose Antonio  
4 GUZMAN-GARCIA (GUZMAN-GARCIA) that he was ready to meet at the  
5 predetermined location on behalf of RODRIGUEZ-GONZALEZ. GUZMAN-  
6 GARCIA then arrived at the predetermined location in a white GMC Sierra and  
7 delivered fentanyl pills to the source in exchange for United States currency.  
8 Subsequent testing by the Drug Enforcement Agency (DEA) laboratory confirmed  
9 that the amount received was 105.636 grams of fentanyl (DEA Exhibits 102 and  
10 103).

11 The source received text messages from RODRIGUEZ-GONZALEZ and  
12 GUZMAN-GARCIA indicating that the kilo of fentanyl powder would not be  
13 delivered on Saturday (11/2/2024) but the fentanyl pills (20 “boats”) were  
14 available. On or about November 2, 2024, state search warrants were granted for  
15 GUZMAN-GARCIA’s car, RODRIGUEZ-GONZALEZ’s car and house. The  
16 same day, DEA along with the Tri-Cities METRO Drug Task Force executed the  
17 search warrants. A traffic stop was conducted on the white GMC Sierra (WA plate  
18 D01907F) being driven by GUZMAN-GARCIA, and the black Dodge Ram (WA  
19 plate D25067C) being driven by RODRIGUEZ-GONZALEZ. The execution of  
20 the search warrant on the GMC Sierra yielded two vacuum-sealed packages of  
21 fentanyl pills. Subsequent testing by the DEA laboratory confirmed that the  
22 packages contained 2163.5 grams of fentanyl (DEA Exhibit 200). The execution  
23 of the search warrant on the Dodge Ram yielded a cellular device and a wallet  
24 previously removed from the person of RODRIGUEZ-GONZALEZ at the time of  
25 his arrest. The wallet contained a large amount of United States currency. The  
26 money in RODRIGUEZ-GONZALEZ’s wallet included the pre-recorded buy  
27 money from the purchase of the fentanyl pills by the source from GUZMAN-  
28 GARCIA on or about November 1, 2024.

1 Investigators also executed the state search warrant at RODRIGUEZ-  
2 GONZALEZ's residence in Benton City the same day. During the execution of the  
3 search warrant, investigators located cocaine and a small baggie of fentanyl pills.  
4 Subsequent testing by the DEA laboratory confirmed that 457.2 grams of cocaine  
5 (DEA Exhibits 201 and 202) and 1.223 grams of fentanyl (DEA Exhibit 203).  
6 Investigators also found four firearms. The cocaine and firearms were found in the  
7 master bedroom along with dominion and control documents belonging to  
8 RODRIGUEZ-GONZALEZ. Additional baggies commonly used to package drugs  
9 for distribution to end users and a digital scale were also located along with the  
10 controlled substances and firearms.

11 During a post-*Miranda* statement, GUZMAN-GARCIA admitted to being  
12 involved in the distribution of controlled substances.

13 During a post-*Miranda* statement, RODRIGUEZ-GONZALEZ admitted to  
14 being involved in drug trafficking.

15 During a search of GUZMAN-GARCIA's cell phone, investigators found  
16 messages between him and RODRIGUEZ-GONZALEZ coordinating the delivery  
17 of the 20,000 pills (i.e. the 20 "boats").

18 All of the foregoing events occurred in the Eastern District of Washington.

19 10. The United States' Agreements

20 The United States Attorney's Office for the Eastern District of Washington  
21 agrees that at the time of sentencing, the United States will move to dismiss Count  
22 1 of the Indictment filed on November 7, 2024, which charges Defendant with  
23 Conspiracy to Distribute Fentanyl and Cocaine, in violation of 21 U.S.C. § 846.

24 The United States Attorney's Office for the Eastern District of Washington  
25 agrees not to bring additional charges against Defendant based on information in  
26 its possession at the time of this Plea Agreement that arise from conduct that is  
27 either charged in the Indictment or identified in discovery produced in this case,  
28 unless Defendant breaches this Plea Agreement before sentencing.



11. United States Sentencing Guidelines Calculations

Defendant understands and acknowledges that the United States Sentencing Guidelines (“USSG” or “Guidelines”) apply and that the Court will determine Defendant’s advisory range at the time of sentencing, pursuant to the Guidelines. The United States and Defendant agree to the following Guidelines calculations.

a. *Base Offense Level*

The United States and Defendant agree and stipulate that the base offense level is 32 as a total of at least 3,000 KG but less than 10,000 KG of Converted Drug Weight applies, and Defendant’s relevant conduct for sentencing purposes should be calculated based on this amount, pursuant to USSG §1B1.3. See USSG §2D1.1(c)(4).

b. *Special Offense Characteristics*

The United States and Defendant stipulate and agree that no special offense characteristics should apply<sup>1</sup>. See USSG §2D1.1(b).

c. *Role Adjustments*

The United States and Defendant agree to recommend no role adjustment is warranted. See USSG §§3B1.1; 3B1.2.

d. *Safety Valve*

The United States and Defendant acknowledge that Defendant may be eligible for the safety valve provisions of 18 U.S.C. § 3553(f) and U.S.S.G. § 5C1.2. Defendant understands that only if the Court finds that Defendant meets the criteria set forth at 18 U.S.C. § 3553(f)(1)-(5) shall the Court impose a sentence in accordance with the applicable sentencing guidelines without regard to any statutory minimum sentence.

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<sup>1</sup> While the United States believes there is evidence that GUZMAN-GARCIA was aware that RODRIGUEZ-GONZALEZ owned firearms, the United States is not seeking the application as there is no evidence that he knew where the firearms were being kept or for what purpose.

1 e. *Acceptance of Responsibility*

2 The United States will recommend that Defendant receive a downward  
3 adjustment for acceptance of responsibility, pursuant to U.S.S.G. § 3E1.1(a), (b), if  
4 Defendant does the following:

- 5 i. accepts this Plea Agreement;  
6 ii. enters a guilty plea at the first Court hearing that takes  
7 place after the United States offers this Plea Agreement;  
8 iii. demonstrates recognition and affirmative acceptance of  
9 Defendant's personal responsibility for Defendant's  
10 criminal conduct;  
11 iv. provides complete and accurate information during the  
12 sentencing process; and  
13 v. does not commit any obstructive conduct.

14 The United States and Defendant agree that at its option and on written  
15 notice to Defendant, the United States may elect not to recommend a reduction for  
16 acceptance of responsibility if, prior to the imposition of sentence, Defendant is  
17 charged with, or convicted of, any criminal offense, or if Defendant tests positive  
18 for any controlled substance.

19 f. *Zero Point Offender Reduction*

20 The parties take no position at this time as to whether Defendant is eligible  
21 for any reduction. The parties are free to argue for or against eligibility after the  
22 Presentence Investigation Report is issued. *See* USSG §4C1.1.

23 g. *Agreements Regarding Representations to the Court*

24 The United States has a duty of candor to the tribunal. If the United States  
25 and Defendant do not agree on the appropriate length of incarceration, the  
26 appropriate length or applicable terms of supervised release, and/or the correct  
27 guidelines calculations, variances, departures, and/or enhancements, the United  
28 States reserves the right to respond to any and all arguments made by Defendant,

1 on any bases the United States deems appropriate, at all stages of this criminal  
2 case.

3 Defendant may make any arguments it deems appropriate, at all stages of  
4 this criminal case.

5 With regard to all briefing, submissions, and hearings in this criminal case,  
6 the United States and Defendant agree to the following provisions:

- 7 i. The United States and Defendant may each respond to  
8 any questions from the Court or United States Probation  
9 Office;
- 10 ii. The United States and Defendant may each supplement  
11 the facts under consideration by the Court by providing  
12 information the United States or Defendant deems  
13 relevant;
- 14 iii. The United States and Defendant may each present and  
15 argue any additional facts that the United States or  
16 Defendant believe are relevant to the Sentencing  
17 Guidelines computation or sentencing;
- 18 iv. The United States and Defendant may each present and  
19 argue information that may already be known to the  
20 Court, including information contained in the  
21 Presentence Investigation Report;
- 22 v. The United States and Defendant may each respond to  
23 any arguments presented by the other;
- 24 vi. In order to support the United States' sentencing  
25 recommendation as set forth herein, the United States  
26 may oppose and argue against any defense argument or  
27 any recommendation for any sentence lower than the  
28 sentence recommended by the United States on any basis,

1 including arguments for a lower offense level, a lower  
2 criminal history calculation, the application or non-  
3 application of any sentencing enhancement or departure,  
4 and/or any variance from the Guidelines range as  
5 calculated by the Court;

6 vii. In order to support the defense sentencing  
7 recommendation as set forth herein, Defendant may  
8 oppose and argue against any argument by the United  
9 States, or any recommendation for any sentence higher  
10 than the sentence recommended by the defense on any  
11 basis, including arguments for a higher offense level, a  
12 higher criminal history calculation, the application or  
13 non-application of any sentencing enhancement or  
14 departure, and/or any variance from the Guidelines range  
15 as calculated by the Court;

16 viii. The United States may make any sentencing arguments  
17 the United States deems appropriate so long as they are  
18 consistent with this Plea Agreement, including arguments  
19 arising from Defendant's uncharged conduct, conduct set  
20 forth in charges that will be dismissed pursuant to this  
21 Plea Agreement, and Defendant's relevant conduct; and

22 ix. Defendant may make any sentencing arguments  
23 consistent with this Plea Agreement Defendant deems  
24 appropriate.

25 h. *No Other Agreements*

26 The United States and Defendant have no other agreements regarding the  
27 Guidelines or the application of any Guidelines enhancements, departures, or  
28 variances.

1 i. *Criminal History*

2 The United States and Defendant have no agreement and make no  
3 representations about Defendant's criminal history category, which will be  
4 determined by the Court after the United States Probation Office prepares and  
5 discloses a Presentence Investigative Report.

6 12. Incarceration

7 At the time of Defendant's original sentencing in the District Court, the  
8 United States agrees to make a sentencing recommendation to the Court that is  
9 consistent with this Plea Agreement. The United States' agreement to make such a  
10 recommendation is limited exclusively to the time of Defendant's original  
11 sentencing in the District Court. The United States' agreement to make such a  
12 recommendation does not prohibit or limit in any way the United States' ability to  
13 argue for or against any future sentencing modification that takes place after  
14 Defendant's original sentencing in the District Court, whether that modification  
15 consists of an amendment to the Guidelines, a change to a statutory minimum or  
16 maximum sentence, any form of compassionate release, any violation of  
17 Supervised Release, or any other modification that is known or unknown to the  
18 parties at the time of Defendant's original criminal sentencing. In this Plea  
19 Agreement, the United States makes no promises or representations about what  
20 positions the United States will take or recommendations the United States will  
21 make in any proceeding that occurs after Defendant's original sentencing in the  
22 District Court.

23 The United States and Defendant may each recommend any legal term of  
24 incarceration.

25 13. Supervised Release

26 The United States and Defendant each agree to recommend five (5) years of  
27 supervised release. Defendant agrees that the Court's decision regarding the  
28 conditions of Defendant's Supervised Release is final and non-appealable; that is,

1 even if Defendant is unhappy with the conditions of Supervised Release ordered by  
2 the Court, that will not be a basis for Defendant to withdraw Defendant's guilty  
3 plea, withdraw from this Plea Agreement, or appeal Defendant's conviction,  
4 sentence, or any term of Supervised Release.

5 The United States and Defendant agree to recommend that in addition to the  
6 standard conditions of supervised release imposed in all cases in this District, the  
7 Court should also impose the following conditions:

- 8 a. The United States Probation Officer may conduct, upon  
9 reasonable suspicion, and with or without notice, a search of  
10 Defendant's person, residences, offices, vehicles, belongings,  
11 and areas under Defendant's exclusive or joint control.
- 12 b. Defendant shall participate and complete such drug testing and  
13 drug treatment programs as the Probation Officer directs.
- 14 c. Defendant shall complete mental health evaluations and  
15 treatment, including taking medications prescribed by the  
16 treatment provider. Defendant shall allow reciprocal release of  
17 information between the Probation Officer and the treatment  
18 provider. Defendant shall contribute to the cost of treatment  
19 according to the Defendant's ability.

20 14. Criminal Fine

21 The United States and Defendant may make any recommendation  
22 concerning the imposition of a criminal fine. Defendant acknowledges that the  
23 Court's decision regarding a fine is final and non-appealable; that is, even if  
24 Defendant is unhappy with a fine ordered by the Court, that will not be a basis for  
25 Defendant to withdraw Defendant's guilty plea, withdraw from this Plea  
26 Agreement, or appeal Defendant's conviction, sentence, or fine.

27 ...

28 ...



1       15.   Mandatory Special Penalty Assessment

2       Defendant agrees to pay the \$100 mandatory special penalty assessment to  
3 the Clerk of Court for the Eastern District of Washington, pursuant to 18 U.S.C.  
4 § 3013.

5       16.   Payments While Incarcerated

6       If Defendant lacks the financial resources to pay the monetary obligations  
7 imposed by the Court, Defendant agrees to earn money toward these obligations by  
8 participating in the Bureau of Prisons' Inmate Financial Responsibility Program.

9       17.   Additional Violations of Law Can Void Plea Agreement

10       The United States and Defendant agree that the United States may, at its  
11 option and upon written notice to the Defendant, withdraw from this Plea  
12 Agreement or modify its sentencing recommendation if, prior to the imposition of  
13 sentence, Defendant is charged with or convicted of any criminal offense or tests  
14 positive for any controlled substance.

15       18.   Waiver of Appeal Rights

16       Defendant understands that Defendant has a limited right to appeal or  
17 challenge Defendant's conviction and the sentence imposed by the Court.

18       In return for the concessions that the United States has made in this Plea  
19 Agreement, Defendant expressly waives all of Defendant's rights to appeal any  
20 aspect of Defendant's conviction and/or the sentence the Court imposes on any  
21 grounds.

22       Defendant expressly waives Defendant's right to appeal any fine, term of  
23 supervised release, or restitution order imposed by the Court.

24       Defendant expressly waives the right to file any post-conviction motion  
25 attacking Defendant's conviction and sentence, including a motion pursuant to 28  
26 U.S.C. § 2255, except one based on ineffective assistance of counsel arising from  
27 information not now known by Defendant and which, in the exercise of due  
28 diligence, Defendant could not know by the time the Court imposes sentence.

1 Nothing in this Plea Agreement shall preclude the United States from  
2 opposing any post-conviction motion for a reduction of sentence or other attack  
3 upon the conviction or sentence, including, but not limited to, writ of habeas  
4 corpus proceedings brought pursuant to 28 U.S.C. § 2255.

5 19. Withdrawal or Vacatur of Defendant's Plea

6 Should Defendant successfully move to withdraw from this Plea Agreement  
7 or should Defendant's conviction be set aside, vacated, reversed, or dismissed  
8 under any circumstance, then:

- 9 a. Any obligations, commitments, or representations made by the  
10 United States in this Plea Agreement shall become null and  
11 void;  
12 b. The United States may prosecute Defendant on all available  
13 charges;  
14 c. The United States may reinstate any counts that have been  
15 dismissed, have been superseded by the filing of another  
16 charging instrument, or were not charged because of this Plea  
17 Agreement; and  
18 d. The United States may file any new charges that would  
19 otherwise be barred by this Plea Agreement.

20 The decision to pursue any or all of these options is solely in the discretion  
21 of the United States Attorney's Office.

22 Defendant agrees to waive any objections, motions, and/or defenses  
23 Defendant might have to the United States' decisions to seek, reinstate, or reinitiate  
24 charges if a count of conviction is withdrawn, set aside, vacated, reversed, or  
25 dismissed, including any claim alleging a violation of Double Jeopardy.

26 Defendant agrees not to raise any objections based on the passage of time,  
27 including but not limited to alleged violations of any statutes of limitation or any  
28

1 objections based on the Speedy Trial Act or the Speedy Trial Clause of the Sixth  
2 Amendment.

3 20. Integration Clause

4 The United States and Defendant acknowledge that this document  
5 constitutes the entire Plea Agreement between the United States and Defendant,  
6 and no other promises, agreements, or conditions exist between the United States  
7 and Defendant concerning the resolution of the case.

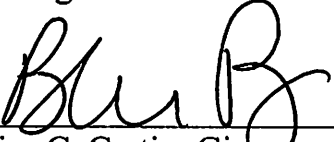
8 This Plea Agreement is binding only on the United States Attorney's Office  
9 for the Eastern District of Washington, and cannot bind other federal, state, or local  
10 authorities.

11 The United States and Defendant agree that this Agreement cannot be  
12 modified except in a writing that is signed by the United States and Defendant.

13 Approvals and Signatures

14 Agreed and submitted on behalf of the United States Attorney's Office for  
15 the Eastern District of Washington.

16 Richard R. Barker  
17 Acting United States Attorney

18   
19 Lisa C. Cartier Giroux


FOR:

3/18/25  
Date

20 Assistant United States Attorney

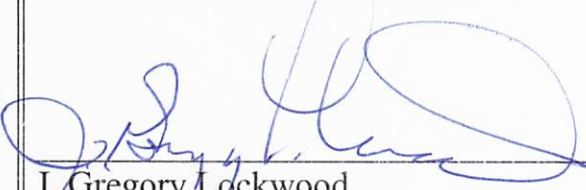
21 I have read this Plea Agreement and I have carefully reviewed and discussed  
22 every part of this Plea Agreement with my attorney. I understand the terms of this  
23 Plea Agreement. I enter into this Plea Agreement knowingly, intelligently, and  
24 voluntarily. I have consulted with my attorney about my rights, I understand those  
25 rights, and I am satisfied with the representation of my attorney in this case. My  
26 attorney has advised me that by pleading guilty to the charges relevant to this Plea  
27 Agreement, as of this date deportation appears to be a virtual certainty. No other  
28 promises or inducements have been made to me, other than those contained in this

1 Plea Agreement. No one has threatened or forced me in any way to enter into this  
2 Plea Agreement. I agree to plead guilty because I am guilty.

3  
4   
5 \_\_\_\_\_  
6 Jose Antonio Guzman-Garcia  
7 Defendant

03/14/2025  
\_\_\_\_\_  
Date

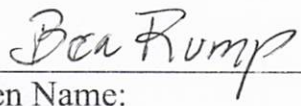
8 I have read the Plea Agreement and have discussed the contents of the  
9 agreement with my client. The Plea Agreement accurately and completely sets  
10 forth the entirety of the agreement between the parties. I have further advised my  
11 client by pleading guilty to the charges relevant to this Plea Agreement, as of this  
12 date deportation appears to be a virtual certainty. I concur in my client's decision  
13 to plead guilty as set forth in the Plea Agreement. There is no legal reason why the  
14 Court should not accept Defendant's guilty plea.

15  
16   
17 \_\_\_\_\_  
18 J. Gregory Lockwood  
19 Attorney for Defendant

3/14/25  
\_\_\_\_\_  
Date

20 Interpreter Certification

21 I hereby certify that I have read and translated the entire foregoing document  
22 to Defendant in a language with which Defendant is conversant. If questions have  
23 arisen, I have notified Defendant's counsel of the questions and have not offered  
24 nor given legal advice nor personal opinions.

25   
26 \_\_\_\_\_  
27 Written Name:  
28 Interpreter

3-14-25  
\_\_\_\_\_  
Date